

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: February 19, 2003
Bulk Item: Yes X No

Division: Growth Management
Department: Planning

AGENDA ITEM WORDING:

Approval of a Grant Contract with the Florida Department of Community Affairs to fund additional services of the Affordable Housing Coordinator.

ITEM BACKGROUND:

In May 2002, the Florida Department of Community Affairs (DCA) entered into an agreement with the County to work with the Department in the selection of a firm to provide consultant services on affordable housing issues. The Department is now providing an additional \$10,000.00 in anticipation of potential services provided by the consultant.

Since the initial contract, additional services are being requested such as the preparation of an analysis of model(s) that may be used to develop a strategy for the retention of mobile home parks as affordable housing, preparation for an analysis of the impacts of increasing the current affordable housing set aside within the local governments rate of growth ordinances, solicit and analyze the current stock of publicly controlled lands that may be considered for affordable housing, acts as an 'honest broker' between developers, regulators, elected officials and the public on specific projects as directed by the Oversight Committee.

PREVIOUS RELEVANT BOARD ACTION:

BOCC approved original Grant Contract between DCA and the County on May 15, 2002.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATION:

Approval

TOTAL COST: \$10,000 (Grant portion only) **BUDGETED:** Yes ☒ No

COST TO COUNTY: Staff administration only **SOURCE OF FUNDS:** Affordable Housing Coordinator Grant

REVENUE PRODUCING: Yes N/A No _____ AMOUNT PER MONTH N/A YEAR _____

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:

Timothy J. McGarry, AICP

DOCUMENTATION: Included X To follow Not Required

DISPOSITION:

AGENDA ITEM #: 14

gmc

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Dept of Comm Affairs Contract # 03DB-88-11-54-22-008
 Effective Date: upon execution
 Expiration Date: June 30, 2003

Contract Purpose/Description:
Grant contract with Dept. of Community Affairs to fund additional services of the Affordable Housing Coordinator

Contract Manager: Lorrelly McGeary 2579 GMD # 11
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 2/19/03 Agenda Deadline: 2/3/03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 10,000.00 Current Year Portion: \$ _____
 Budgeted? Yes ☒ No ☐ Account Codes: 125-50513-530490-GW0217
 Grant: \$ 10,000 _____
 County Match: \$ 0 _____ 530340

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2/10/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Lorrelly McGeary</u>	<u>2/10/03</u>
Risk Management	<u>2/5/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Jones</u>	<u>2/5/03</u>
O.M.B./Purchasing	<u>2/4/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>J. H. O'D</u>	<u>2/5/03</u>
County Attorney	<u>2/4/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Pat Rife</u>	<u>2-4-03</u>

Comments: _____

Contract Number: 03DB-88-11-54-22-008
CFDA Number: 14.228

CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and the Monroe County Board of County Commissioners, (hereinafter referred to as the "Contractor").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Contractor represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does offer to perform such services, and

B. WHEREAS, the Department has a need for such services, has followed appropriate state procurement procedures, and does hereby accept the offer of the Contractor upon the terms and conditions hereinafter set forth, and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Contractor do mutually agree as follows:

(1) SCOPE OF WORK.

The Contractor shall fully perform the obligations in accordance with the Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

Both the Contractor and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment F.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end June 30, 2003, unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement. This Agreement may be extended to December 2, 2003 by mutual agreement of the parties and upon execution of a written modification to that effect.

(4) MODIFICATION OF CONTRACT; REPAYMENTS

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with § 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(5) RECORDKEEPING

(a) If applicable, Contractor's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Contractor shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) All original records pertinent to this Agreement shall be retained by the Contractor for three years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the three year period and extends beyond the three year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for three years after final disposition.

3. Records relating to real property acquisition shall be retained for three years after closing of title.

(c) All records, including supporting documentation of all costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Contractor, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(e) Any additional terms and conditions pertaining to recordkeeping are set forth in Attachment C and all terms and conditions pertaining to property management and procurement under this Agreement are set forth in Attachment H.

(6) REPORTS

(a) At a minimum, the Contractor shall provide the Department with quarterly reports, and with a close-out report.

(b) Quarterly reports are due to be received by the Department no later than 30 days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 30, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or upon completion of the activities contained in this Agreement.

(d) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (9). The Department may terminate the Agreement with a Contractor if reports are not received within 30 days after written notice by the Department. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles and is consistent with the Scope of Work.

(e) Upon reasonable notice, the Contractor shall provide such additional program updates or information as may be required by the Department.

(f) The Contractor shall provide additional reports and information as identified in Attachment D.

(7) MONITORING.

The Contractor shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement. In addition, the Department will monitor the performance and financial management by the Contractor throughout the contract term to ensure timely completion of all tasks.

(8) LIABILITY.

(a) Unless Contractor is a State agency or subdivision, the Contractor shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Contractor agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Contractor who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in

claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Contractor to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(9) DEFAULT; REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Contractor in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Contractor shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the Contractor at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Contractor fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

3. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

4. If the Contractor has failed to perform and complete in timely fashion any of the services required under the Scope of Work attached hereto as Attachment A.

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon written notice to the Contractor and upon the Contractor's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the Contractor is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (10) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Contractor to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

5. Exercise any other rights or remedies which may be otherwise available under law;

(c) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Contractor to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(d) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) The Contractor shall return funds to the Department if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.

(f) This Agreement may be terminated by the written mutual consent of the parties.

(g) Notwithstanding the above, the Contractor shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Contractor. The Department may, to the extent authorized by law, withhold any payments to the Contractor for purpose of set-off until such time as the exact amount of damages due the Department from the Contractor is determined.

(10) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Department contract manager for this Agreement is:

Rick Stauts
Florida Small Cities CDBG Program
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-1892
Fax: 850-922-5609
Email: rick.stauts@dca.state.fl.us

(c) The name and address of the Representative of the Contractor responsible for the administration of this Agreement is:

Telephone: _____
Fax: _____
Email: _____

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (10)(a) above.

(11) OTHER PROVISIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Contractor in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Contractor, cause the termination of this Agreement and the release of the Department from all its obligations to the Contractor.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Contractor shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Contractor. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Contractor agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by

public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or the discriminatory vendor list.

(g) With respect to any Contractor which is not a local government or state agency, and which receives funds under this agreement from the federal government, the Contractor certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 11(g)2. of this certification; and
4. have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this agreement.

(12) AUDIT REQUIREMENTS.

(a) The Contractor agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Contractor shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the contract amount is \$300,000 or more, then the Contractor shall also provide the Department with an annual financial audit report which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement. The funding for this Agreement was received by the Department as a Contractual Services appropriation.

1. The annual financial audit report shall include all management letters and the Contractor's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. The complete financial audit report, including all items specified in (12)(d) 1 and 2 above, shall be sent directly to:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(e) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Contractor shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Contractor of such non-compliance.

(f) The Contractor shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

(g) The Contractor shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

(h) The audit is due seven (7) months after the end of the fiscal year of Contractor or by the date the audit report is issued by the state Auditor General, whichever is later.

(13) SUBCONTRACTS.

If the Contractor subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Contractor agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Contractor harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(14) TERMS AND CONDITIONS.

The Agreement contains all the terms and conditions agreed upon by the parties.

(15) ATTACHMENTS.

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Attachment A Scope of Work

Attachment B Budget

Attachment C Federal Lobbying Prohibitions

Attachment D State and Federal Statutes and Regulations

Attachment E Copyright, Patent, and Trademark

Attachment F Special Conditions

(16) FUNDING/CONSIDERATION

This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the scope of work hereunder in an amount not to exceed \$10,000, subject to the availability of funds.

(17) STANDARD CONDITIONS.

The Contractor agrees to be bound by the following standard conditions:

(a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(b) If otherwise allowed under this Agreement, the Agreement may be renewed on a yearly basis for a period of up to two (2) years after the initial agreement or for a period no longer than the term of the original agreement, whichever period is longer, specifying the terms under which the cost may change as determined in the invitation to bid, request for proposals, or pertinent statutes or regulations.

(c) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(d) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with s. 112.061, Fla. Stat.

(e) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Contractor in conjunction with this Agreement.

(f) If the Contractor is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(g) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(18) COPYRIGHT, PATENT AND TRADEMARK

If applicable to this Agreement, refer to Attachment G for terms and conditions relating to copyrights, patents and trademarks.

(19) LEGAL AUTHORIZATION.

The Contractor certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Contractor also certifies that the undersigned possesses the authority to legally execute and bind Contractor to the terms of this Agreement.

(20) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

(21) STATE LOBBYING PROHIBITION. No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

Refer to Attachment E for additional terms and provisions relating to lobbying.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____

Name and title: _____

Date: _____

SAMAS # _____ FID# _____

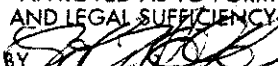
STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

Name and Title: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY 
ROBERT N. WOLFE
DATE 2-4-03

Attachment A

Scope of Work

Note: The Department is providing \$10,000.00 in partial funding of a \$75,000.00 contract for an affordable housing consultant. It is anticipated that the Department will be funding some of the activities undertaken by the consultant. Though a final report will not be created until the end of the County's contract with the affordable housing consultant, the Department must receive a copy of the report upon completion, even though that may be beyond the contract period.

I. PREPARE AN ANALYSIS OF MODEL(S) THAT MAY BE USED TO DEVELOP A STRATEGY FOR THE RETENTION OF MOBILE HOME PARKS AS AFFORDABLE HOUSING.

The purpose of this work product will be to provide local government officials an analysis of issues to be addressed and a model(s) that could be adopted and replicated in a strategy.

This task shall assume:

- A. Public ownership and/or public financing of acquisition costs.
- B. No forced displacement of existing residents.
- C. Reduction to appropriate density through attrition.

In addition to the consultant's own experiences, this analysis shall, at a minimum, include the following components:

- A. Listing of existing parks with current zoning, densities, redevelopment density and appropriate zoning revisions possible to improve densities.
- B. Management issues faced by public entity or affordable housing non-profit organization (substandard structures, operations, foreclosures).
- C. Possible conversion to co-op ownership model with affordable restrictions in consideration of public financing.
- D. Existing versus permissible density within existing parks (how much over density).
- E. Expected attrition rates within existing mobile home parks.

- F. Expected annual operation and maintenance costs (per unit or large/small parks).
- G. Expected redevelopment costs.
- H. Methods of preservation of long term affordability.
- I. Transfer of over density TDR's.

II. PREPARE AN ANALYSIS OF THE IMPACTS OF INCREASING THE CURRENT AFFORDABLE HOUSING SET ASIDE WITHIN THE LOCAL GOVERNMENTS' RATE OF GROWTH ORDINANCES (ROGO)

The purpose of this work product will be to measure impacts of increasing the affordable set aside within ROGO, to measure the capacity and infrastructure necessary to produce affordable housing should an increase in the ROGO set aside be adopted, and to the information provided as a tool to measure support for increasing the affordable set aside within ROGO.

This task shall assume an increase in the affordable set aside within ROGO to 35%, 45% and 55% of annual allocations.

In addition to the consultant's own experiences, this analysis shall, at a minimum, include the following components:

- A. Actual number of affordable permits allocations available annually at the various levels.
- B. Actual numbers of affordable permit allocations available annually by jurisdiction and region (Upper/Middle/Lower Keys/Key West) at the various levels.
- C. Capacity of existing developers and non-profits to produce units at the various levels.
- D. Amount of affordable subsidy required to adequately underwrite the affordability at the various levels.
- F. Assume some appropriate mix of rental and home ownership units.
- G. Assume average acquisition and construction costs. What dollars will be needed to produce affordable units at the levels contemplated.
- H. Ability to locate and acquire land at various levels

- I. Assume some appropriate mix of rental and homeownership units with existing density and zoning regulations to determine annual acreage necessary to accommodate units at the contemplated levels (w/ 20% green space)
- J. Impact to the production of market rate housing
- K. Impact on local taxes by increasing new affordable housing, reducing the current balance with market rate.

III. SOLICIT AND ANALYZE THE CURRENT STOCK OF PUBLICLY CONTROLLED LANDS THAT MAY BE CONSIDERED FOR AFFORDABLE HOUSING

The purpose of this work product will be to identify lands that have the potential for siting affordable housing.

This task shall assume:

- A. Local government entities may currently have ownership of excess lands suitable for development of affordable housing.
- B. Only consider land suitable for development (no environmental sensitivity).

In addition to the consultant's own experiences, this analysis shall, at a minimum, include the following components:

- A. Solicitation of public bodies for listing of currently owned undeveloped properties or developed properties that may be appropriate for redevelopment.
- B. Listing and analysis of said properties for suitability for development including parcel size, location, zoning, density and environmental conditions.

IV. STUDY THE DEVELOPMENT REVIEW/APPROVAL PROCESS FOR RECENT AFFORDABLE HOUSING DEVELOPMENTS TO PROVIDE RECOMMENDATIONS ON IMPROVING EFFICIENCY, REDUCING COSTS AND COORDINATION OF SOMETIMES DISPARATE APPROVAL PROCESSES

The purpose of this work product shall be to determine the cause of the perception that the development review process is an obstacle to the creation of affordable housing and what changes (if any) can be made to the processes within each municipality may be coordinated/streamlined to reduce cost, increase productivity and improve the existing development review process.

This task shall assume:

- A. The development review process is perceived to be a significant obstacle to the production of affordable housing.
- B. In addition to the consultant's own experiences, this analysis shall, at a minimum, include the following components:
- C. Identify (if any) development review obstacles are most common to all projects reviewed.
- D. Classify obstacles as either regulatory or administrative.
- E. Identify any redundancies across the development review processes.
- G. Recommend possible coordination that may improve development review.
- H. Recommend regulator and/or administrative changes that may improve development review.

V. ACT AS AN 'HONEST BROKER' BETWEEN DEVELOPERS, REGULATORS, ELECTED OFFICIALS AND THE PUBLIC ON SPECIFIC PROJECTS AS DIRECTED BY THE OVERSIGHT COMMITTEE

The purpose of this work product will be to reach consensus among parties with varying agendas in an attempt to avoid prolonged debate or judicial action. This could avoid the department being drawn into protracted local issues that are divisive in nature. It would also further the department's completion of its oversight requirements from the legislature that there be substantial reduction in on-site waste disposal in the Keys by 2010.

Attachment B

Budget

Consulting Services	\$10,000.00
Total	\$10,000.00

Attachment C

Federal Lobbying Prohibitions

The Contractor certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor

Monroe County Board of County Commissioners

Attachment D

State and Federal Program Statutes and Regulations

By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:

- | | |
|---|--|
| 1. Community Development Block Grant, Final Rule, 24 C.F.R., Part 570; | 36. Coastal Zone Management Act of 1972, P.L. 92-583; |
| 2. Florida Small and Minority Business Act, s. 288.702-288.714, F.S.; | 37. Architectural and Construction Standards; |
| 3. Florida Coastal Zone Protection Act, s. 161.52-161.58, F.S.; | 38. Architectural Barriers Act of 1968, 42 U.S.C. 4151; |
| 4. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.; | 39. Executive Order 11296, relating to evaluation of flood hazards; |
| 5. Title I of the Housing and Community Development Act of 1974, as amended | 40. Executive Order 11288, relating to prevention, control and abatement of water pollution; |
| 6. Treasury Circular 1075 regarding drawdown of CDBG funds | 41. Cost-Effective Energy Conservation Standards, 24 C.F.R. Part 39; |
| 7. Sections 290.0401-290.049, F.S.; | 42. Section 8 Existing Housing Quality Standards, 24 C.F.R. Part 882; |
| 8. Rule Chapter 9B-43, Fla. Admin. Code.; | 43. Coastal Barrier Resource Act of 1982; |
| 9. Department of Community Affairs Technical Memorandums; | 44. Federal Fair Labor Standards Act, 29 U.S.C., s. 201 et. seq.; |
| 10. HUD Circular Memorandums applicable to the Small Cities CDBG Program; | 45. Title VI of the Civil Rights Act of 1964 - Non-discrimination; |
| 11. Single Audit Act of 1984; | 46. Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing; |
| 12. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act; | 47. Age Discrimination Act of 1975; |
| 13. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 C.F.R. Part 800); | 48. Executive Order 12892- Fair Housing |
| 14. Preservation of Archaeological and Historical Data Act of 1966; | 49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination; |
| 15. Executive Order 11593 - Protection and Enhancement of Cultural Environment; | 50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. Part 8; |
| 16. Reservoir Salvage Act; | 51. Executive Order 11063 - Equal Opportunity in Housing; |
| 17. Safe Drinking Water Act of 1974, as amended; | 52. Executive Order 11246 - Non-discrimination; |
| 18. Endangered Species Act of 1958, as amended; | 53. Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment/Training of Lower Income Residents and Local Business Contracting; |
| 19. Executive Order 12898 - Environmental Justice | 54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 C.F.R. Part 24; |
| 20. Executive Order 11988 and 24 C.F.R. Part 55 - Floodplain Management; | 55. Copeland Anti-Kickback Act of 1934; |
| 21. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s. 1251 et. seq.); | 56. Hatch Act; |
| 22. Executive Order 11990 - Protection of Wetlands; | 57. Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C., s. 1251 et. seq.); |
| 23. Coastal Zone Management Act of 1968, as amended; | 58. OMB Circulars A-87, A-122, and A-133, as revised; |
| 24. Wild and Scenic Rivers Act of 1968, as amended; | 59. Administrative Requirements for Grants, 24 C.F.R. Part 85; |
| 25. Clean Air Act of 1977; | 60. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12. |
| 26. HUD Environmental Standards (24 C.F.R. Part 58); | |
| 27. Farmland Protection Policy Act of 1981; | |
| 28. Clean Water Act of 1977; | |
| 29. Davis - Bacon Act; | |
| 30. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.; | |
| 31. The Wildlife Coordination Act of 1958, as amended; | |
| 32. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.); | |
| 33. Noise Abatement and Control: Departmental Policy Implementation, Responsibilities, and Standards, 24 C.F.R. Part 51, Subpart B; | |
| 34. Flood Disaster Protection Act of 1973, P.L. 92-234; | |
| 35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59; | |

Attachment E

Copyright, Patent and Trademark

(a) If the Contractor brings to the performance of this Agreement a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Contractor shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Contractor to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Contractor shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which occur during performance of the Agreement.

Attachment F

Special Conditions

1. Monroe County must satisfy the following provisions prior to the execution of this Agreement by the Department:
 - a. Submit to the Department a detailed Scope of Work for the affordable housing planner. The Scope of Work shall indicate the proposed dates for starting and completing each of the various activities to be funded by the grant; and
 - b. Submit to the Department a detailed Budget. The Budget shall include all sources of funding that will be used to pay for the activities detailed in the Scope of Work for the affordable housing planner.
2. Monroe County shall retain records of its expenditure of funds that will allow accurate and ready comparison between the expenditures and the budget line items and on the work plans required in Paragraph 1(a) and 1(b) of this attachment.
3. Funds provided under this contract shall only be used to fund the salary and expenses of an affordable housing planner and shall not be used for any other purpose. Except for incidental office supplies and necessary equipment to be used by the planner, no other supplies or equipment may be purchased with CDBG funds.
4. Funds expended for planning activities undertaken prior to the effective date of this Agreement are ineligible for reimbursement.
5. The affordable housing planner shall report to the County Manager or his/her designee. The affordable housing planner may be housed at the Department's office in Marathon at the County's discretion.
6. The County will create a detailed budget for the activities in the Scope of Work (Attachment A). The created budget will become Attachment B to this Agreement. The Department retains the right to accept the budget or to negotiate the final budget with the County should the submission be inadequate or deficient.